

So Ordered.



[Handwritten signature]

Whitman L. Holt
Bankruptcy Judge

Dated: June 23rd, 2021

UNITED STATES BANKRUPTCY COURT
EASTERN DISTRICT OF WASHINGTON

In Re:

EASTERDAY RANCHES, INC., et al.,¹

Debtors.

Lead Case NO. 21-00141-WLH11
(Jointly Administered)

**AGREED ORDER GRANTING
LIMITED RELIEF FROM STAY TO
FARM CREDIT SERVICES OF
AMERICA AND ADEQUATE
PROTECTION WITH RESPECT TO
CONTINUED USE OF SPUDNIK
850 PILER**

¹ The Debtors along with their case numbers are as follows: Easterday Ranches, Inc., (21-00141-WLH11) and Easterday Farms, a Washington general partnership (21-00176-WLH11).

**AGREED ORDER GRANTING LIMITED RELIEF FROM
STAY TO FARM CREDIT SERVICES OF AMERICA AND
ADEQUATE PROTECTION WITH RESPECT TO
CONTINUED USE OF SPUDNIK 850 PILER - 1**

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1 THIS MATTER came before the Court upon Creditor Farm Credit
2 Services of America, PCA's (hereafter "Farm Credit") Motion for Relief from
3 Stay (the "Motion") (Dkt. #660). Debtors filed an Objection to the Motion (Dkt.
4 #687); the Court held an initial hearing on June 2, 2021; and then set an
5 Evidentiary Hearing on the Motion for June 21, 2021. Farm Credit and
6 Easterday Farms ("Debtor") have ~~ing~~ reached an agreement as set forth herein,
7 and the court hereby ORDERS AS FOLLOWS:

8 **The Motion is granted to the extent set forth below.**

9 1. Pursuant to and consistent with the terms of this Order, Debtor shall
10 be permitted continued use and possession of a Spudnik 850 Piler, Serial No.
11 850-55-48 ("Spudnik Piler") through September 30, 2021. The Spudnik Piler is
12 included as Item #11 on the equipment identified in the Retail Installment Contract
13 and Security Agreement between Farm Credit and Debtor (the
14 "Contract") as set forth in the Motion;

15 2. As adequate protection for continued use and possession of the
16 Spudnik Piler, the Debtor shall pay Farm Credit \$37,500 on or before June 30,
17 2021. Farm Credit shall not be entitled to any adequate protection in accordance
18 with 11 U.S.C. §§ 361 and 362(d)(1) with respect to the Spudnik Piler other than
19 as set forth in this paragraph and paragraph 3 herein;

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3. The Debtor shall maintain insurance on the Spudnik Piler as provided for in the Contract and shall comply with all other terms and conditions as set forth in the Contract;

4. If Debtor does not give Farm Credit possession of the Spudnik Piler by September 30, 2021, Debtor agrees to pay Farm Credit \$7,500 and Farm Credit is granted relief from stay for the Spudnik Piler along the same terms set forth below for the Other Spudnik Equipment (*see* paragraphs 5-8);

5. Farm Credit is granted relief from stay pursuant to 11 U.S.C. § 362(d)(1) and (2), the automatic stay is terminated so Farm Credit can foreclose on and obtain possession of the following equipment ("Other Spudnik Equipment") as permitted by non-applicable bankruptcy law:

EQUIPMENT DESCRIPTION ("Equipment")			
<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Serial No.</u>
Spudnik	1860	Even Flow Tub	1860-55-106
Spudnik	990	Dirt Eliminator/Sizer	990-55-231
Spudnik	1110	Conveyor	1110-55-296
Spudnik	1200	Conveyor	1200-55-3098
Spudnik	1205	Conveyor	1205-55-2553
Spudnik	1205	Conveyor	1205-55-2563
Spudnik	1205	Conveyor	1205-55-2562
Spudnik	1205	Conveyor	1205-55-2555
Spudnik	1205	Conveyor	1205-55-2552
Spudnik	1255	Conveyor	1255-55-455
Spudnik	1115	Conveyor	1115-55-375

6. Farm Credit is permitted and allowed to immediately proceed with and complete any and all contractual and statutory remedies incident to the

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1 security interests held in the Other Spudnik Equipment legally described on the
2 UCC Financing Statement attached to the declaration on file with the Court; and

3 7. The 14-day stay provided by FRBP 4001(a)(3) is waived to the extent
4 applicable.

5 **/// End of Order ///**

6 IT IS HEREBY SO STIPULATED on this 22nd day of June, 2021.

7 WILLIAMS, KASTNER & GIBBS
8 PLLC

BUSH KORNFELD LLP

/s/ Thomas A. Buford, WSBA #52969

/s/ Shawn B. Rediger, WSBA #24625

(Per Email Authorization of 6/22/2021)

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11 *Attorneys for Creditors Farm Credit*
12 *Services of America, PCA; and*
13 *AgDirect*

Attorney for Debtors

14 * Changes made by court ~~/// End of Order ///~~

15 PRESENTED BY:

/s/ Shawn B. Rediger, WSBA #24625

Shawn B. Rediger, WSBA #24625

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19 *Attorneys for Creditors Farm Credit Services of America, PCA; and AgDirect*

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